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BE BOTH.



ULTIMATE SPIDER-MAN

September 2005

UltimateSpiderManGame.com

ACTIVISION
activision.com

MARVEL
www.marvel.com



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X-MEN LEGENDS II

RISE OF APOCALYPSE II



ACTIVISION

MARVEL



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Installation & Setup

Autoplay

If the Windows® Autoplay feature is enabled on your computer, the splash screen will begin when you insert the *X-Men Legends II: Rise of Apocalypse* CD 1 into your CD-ROM drive. On the splash screen, press **Install** and follow the on-screen instructions to continue the installation.

Note: The X-Men Legends II: Rise of Apocalypse CD 1 functions as the CD key. You must have CD 1 in your CD-ROM drive to play the game.

If the Autoplay feature is disabled, you can begin the installation by doing the following:

- a. Go to the **Start Menu** and select **Run**.
 - b. Type **D:\SETUP.EXE** (assuming D is your CD-ROM drive letter) and press **Enter**.
- or-

- a. Double-click on **My Computer**.
- b. Double-click your **CD-ROM** drive icon.
- c. Double-click on **SETUP.EXE**.

Windows® 98 may not be setup to autoplay CDs. To check, perform the following steps:

- a. Open the Windows® 98 Control Panel folder and double-click on the **System** icon.
- b. Click on the **Device Manager** tab. Click on the **plus sign** next to CD-ROM, select your **CD-ROM** and choose **Properties**.
- c. Click on the **Settings** tab. Insert a **check mark** in the box to the left of Auto Insert Notification and select **OK**.

DirectX® & Installation

If you do not have DirectX® 9.0c, you will have the option to install it on your computer. It is recommended that you choose to update to the newest version of DirectX®. If you already have other Windows® 98/ME/2000/XP games on your computer, chances are you already have a version of DirectX® installed. In this case, the Microsoft installer will detect and overwrite any previous versions with DirectX® 9.0c. At that point, you will need to restart your computer for the changes to take effect. If, however, you already have DirectX® 9.0c installed on your computer, the Microsoft® DirectX® 9.0c installer will detect it and not overwrite any files. You will not need to restart your computer after installation in order to run *X-Men Legends II: Rise of Apocalypse*.

If you choose not to install DirectX® 9.0c when you install the game, you can manually install it later. To do so, use the following instructions:

1. Place your *X-Men Legends II: Rise of Apocalypse* disc in the CD-ROM drive. The Launch screen should appear. (See the AutoPlay section above if it does not appear.)
2. Click on the **Extras** button.
3. Click on **DirectX®** and follow the installation process. When DirectX® installation finishes, you will need to restart your computer for the new drivers to work.

If you encounter the following error message, then you have tried to start the game without the correct version of DirectX® installed on your computer:

"DirectX® 9.0c is not installed on this computer. Install it and try again."

You will need to follow the directions above to install DirectX® before starting the game.

Default Keyboard Controls

Move Forward	W
Move Backward	S
Move Left	A
Move Right	D
Attack/Power 1	Keypad 4
Smash/Power 2	Keypad 6
Jump/Xtreme	Spacebar
Use/Boost	E
Use Powers	Keypad 5
Energy Pack	O
Health Pack	P
Call Allies	C
Character Up	Up Arrow
Character Down	Down Arrow
Character Right	Right Arrow
Character Left	Left Arrow
Map Toggle	M
Start/Pause	Esc
Stats Menu	F1
Camera Up	I
Camera Down	K
Camera Left	J
Camera Right	L
Screenshot	F11
Talk	T
Walk	Left Shift
Switch Character	Q
Attack Object	Left Ctrl (modifier to attack objects with mouse control)
Rotate Camera	V
Bind Power	B
Quick Power (hold down while clicking left or right mouse button)	~ (tilde)
Power 1 through 11	1 through - (dash key)

Basic Mouse Controls

Menus

- Use your left-click, right-click and wheel buttons.
- Selection text at the bottom of the screen can be clicked on to activate a function when no menu can perform the action.

In-Game

Click on an object in the HUD to activate it. Click on health and power packs to use them. Click on a character's head to switch characters. Green highlighted objects can be interacted with (red highlighting indicates objects that cannot be interacted with).

- Left-click on environment or object to move the player near that location (hold the left Shift key to walk).
- Hold the left mouse button to move in the direction of the cursor.
- Left-click or right-click on an enemy to move near the enemy and attack once.
- Hold the mouse button when attacking enemies to perform continuous attacks.
- Right-click on nearby static objects to perform the default action on them.
- Left-click while holding the left Ctrl key to attack destroyable non-moving objects.
- Right-click while holding the left Ctrl key to smash attack destroyable non-moving objects.
- Right-click or left-click on an AI-controlled hero while holding the Switch Character key to make it the new active hero.

Configuring Gamepad Controls

You can use your USB gamepad to play *X-Men™ Legends II: Rise of Apocalypse*. Simply insert your gamepad into an available USB port and go to the Advanced Options menu. You can bind your controls as desired for an optimal playing experience.

The X-Men™ Legends Saga Continues

In a legendary battle for the streets of New York, Professor Charles Xavier and his X-Men restore stability to the world by defeating Magneto™ and his army of Sentinel Robots. Following this magnificent achievement, Xavier and the X-Men return to the X-Mansion to recharge. With Magneto out of the picture, the X-Men finally have a chance to relax.

However, Xavier's mind is still unsettled. During a routine exercise with Cerebro, Professor X detects some strange activity in a remote area of Egypt. Unfortunately, Xavier is unable to investigate this disturbance further because of an obligation to speak at an International Convention for Mutant Awareness. Instead, he assembles a team of X-Men to investigate.

While Cyclops leads a group of X-Men through oppressive heat waves and vicious sandstorms in the Egyptian deserts, a message comes in from Beast: "Return to the X-Mansion at once! Xavier and Polaris have vanished!"

In the time it takes the X-Jet to fly across the Atlantic Ocean, the story hits the international news headlines. Reports from all over the globe inform the masses about this series of unprecedented events. First, a merciless raid at the International Conference for Mutant Awareness, and second, a monumental battle in the skies of the Southern Hemisphere above the Dead Zone. As the story unfolds, most of the details are unclear, but one fact is clear in all the reports, that Professor Xavier and Polaris have been abducted.

Main Menu



New Game—Start a new game.

Load Game—Continue an existing saved game from your last save point.

Danger Room—Start a variety of single-player or multiplayer games.

Review—View unlocked cinematics.

Options—Set your sound, camera and controller vibration options. You can also view the controller layout.

Play Online—Access online gameplay.

X-Men Legends II: Rise of Apocalypse

The *X-Men* universe is brought to life in a high-action role-playing game that takes you, your favorite heroes and their traditional enemies through an unprecedented adventure. Get ready to take control of a team of X-Men and Brotherhood, travel to exotic locations and embark on daring missions in a quest to save the world from a new face of evil.

X-Men Legends II: Rise of Apocalypse allows you to live the adventure while assembling your favorite team, customizing your heroes' character development and launching them into a story of epic scope. It's up to you to decide the fate of the world!



"It seems we both have a grievance with Apocalypse."

—Magneto

Teaming Up

X-Men Legends II: Rise of Apocalypse is all about customizing your personal team of super heroes. The choice is yours. As you progress through the game, you can pick unique teams for every environment, or if you choose, use one team of all-stars from start to finish. You can also change your team composition at Xtraction Points. These blue X icons don't appear around every corner, so pick your team wisely.



Once in the game, your allies will follow you, use their powers and attack your enemies. Whenever you want your friends at your side, simply press the **Call Allies** key. During combat, press the Call Allies key to instruct your allies to attack your nearest target with their selected power.

Unique Power Combos

There are many unique power combinations that inflict extra damage and earn bonus experience. Practice various combinations using the Call Allies key to call for specific ally attacks. For example:

Slow Control = Telekinesis + Slow Beam

Fiery Slash = Feral Slash + Ignite

Heads-Up Display (HUD)



The HUD is optimized to allow control over your entire party. The faces that appear in the HUD are configured in four positions, each represented by a direction on the directional keys. You can also left-click on any face in the HUD to get instant control of the corresponding *X-Men* character.

Health Meter—The current health of the selected *X-Men* character.

Energy Meter—The current energy of the selected *X-Men* character.

Experience Meter—The level of experience approaching the next level.

Xtreme Meter—Fill up the four segments of the Xtreme Meter to light up and enable Xtreme powers.

Saving the Game & Xtraction Points



You are able to traverse missions and acts, as well as save your progress and access your team roster, using Xtraction Points. In fact, doing so is very valuable to complete every objective and locate every hidden item. Select **Xtract** to view the world map and travel instantly to any other active Xtraction point in the game.

Selecting Powers

To access *X-Men* character powers while using a controller, you need to master in-game power switching. In-game power switching lets you access all unlocked hero powers instantaneously!

With the keyboard, you can use any power by pressing the number keys, 1–10. You can also bind a power to the left or right mouse button by pressing **B**. Hold down the **`** (tilde) key to then activate the power by clicking the appropriate mouse button.

To activate in-game power switching using a USB gamepad, hold down the **Superpower Selector**

button. While holding down this button, press different directions on the controller's directional pad (↑, ↓, etc.) to toggle through your list of hero powers and assign them to the respective buttons.

Note: To maximize your USB controller, you must configure your control scheme in Advanced Options.



Automatic Leveling Up

The all new in-game intelligence system allows you to manage and fully customize your team's leveling up and skill development. This system is fully customizable for every character, so you can have totally customized settings for all 16 starting characters. When your characters gain sufficient experience to level up for the first time, you'll be prompted with the selection menu. From this menu, you can customize how the game allocates skill points, stat points and gear. You can also do this at any time from the team management menu.

Stats & Skills

Leveling up is part of any RPG experience. When a character has accrued enough experience, he or she will gain a new level. You'll know a character has leveled up when you see a double-helix gene around the selection icon at the character's feet. Don't hesitate to enter the menu and level up so you can add points to your character's **stats** and **skills**.

Stats

Stats are basic traits shared by all Mutants: body, focus, strike and speed.

Body—Increases your health points (HP) and chance for double health from potions.

Focus—Increases your energy points (EP), energy regeneration, melee mental damage and chance for double energy from potions.

Strike—Increases the damage you do with melee attacks.

Speed—Increases your Attack Rating (ATK) and Defense Rating (DEF).



AI

AI Heal (when full)—

Indicates if potions will be used when you run over them without having full health. Helps keep you from leaving health behind.

AI Heal (4 types)—Allows AI to automatically heal teammates using remaining health packs when their health is below a certain level (as long as there are more than two packs remaining).

Note: This setting affects all AI-controlled X-Men.

Never—AI will not use any health packs no matter how much health is remaining.

Less than 20%—AI will use a health pack when a teammate is below 20% of maximum health.

Less than 40%—AI will use a health pack when a teammate is below 40% of maximum health.

Less than 80%—AI will use a health pack when a teammate is below 80% of maximum health.

AI Mode (3 types)—Determines actions of teammates who are not controlled by a human player.

Aggressive—Always attacks your target immediately.

Normal—Attacks when the opportunity arises.

Defensive—Stays away from enemies, attacking only when attacked.

AI Skill—Determines the Mutant power used by teammates on a targeted enemy when the Call Allies key is pressed (Xtreme Power not selectable).

"Hey bub, I'm going to bust you up. Arrrrgh!"

—Wolverine

Skills

Skills are unique to your character, and measure your ability to use your Mutant craft in various ways. Some of your skills are active, which means you must perform a special action to use your power. Other skills are passive, meaning your powers go into effect automatically. Every character has multiple tiered powers, which take on new properties as you assign points to them. To see what powers you need to unlock, view the skill list in the Skills menu. Grayed-out powers have a prerequisite, which means you must fill a certain number of skill slots in the base power or achieve a certain level to upgrade to the next tier.

Upgrading Mutant powers—Assigning points to an existing skill increases the potency of that skill.

Acquiring new Mutant powers—Assigning points in a new power or unlocking the next tier of a power unlocks that power at the base level of ability.



Boosts, or skills that bolster your attributes either offensively or defensively, appear on the affected character in the game.

Passive skills, such as Mutant Mastery, are always in effect, regardless of whether the character is selected.

Xtreme Powers



Every hero has the potential to unlock ultimate versions of his basic powers. These powers don't use Mutant energy, but instead use Xtreme tokens. Once you've unlocked skills and collected four tokens, your Xtreme powers will be enabled. Xtreme powers are always activated by holding the **Power** key then pressing the **Xtreme** (spacebar) key.

Items & Equipment

Equipment is worn by each X-Men character to enhance his or her abilities and is always in effect as long as it's equipped.



"Do you think Sunfire will let me borrow his mask? It was really useful against the Sentinels on Asteroid M."

—Iceman

There are three types of equipment you can use.



Belts—Add to defense rating



Armor—Adds to defense rating



Gloves—Add to attack rating

Enhanced Equipment—Occasionally you'll find equipment that's been enhanced through technology or Mutant powers.

Rare Equipment—Rare equipment has a much smaller chance of appearing in the world, but adds significant stat boosts to a character when equipped.

Unique Equipment—The most powerful and uncommon equipment in the game is unique equipment. These enhanced items have unique names and special attributes that never change.

Equipment Quality—In addition to equipment enhancements, there are also different qualities of equipment: standard, advanced and legend. These apply to normal and enhanced equipment.

Health Packs—These replenish the health of your currently selected hero. The maximum number of health packs you can carry at level 1 is 10.

Energy Packs—These replenish the energy of your currently selected hero. The maximum number of energy packs you can carry at level 1 is 10.

Purchasing Items

You can purchase items from both Beast and Forge. When there's a piece of equipment you need, Forge and Beast can easily get the job done. All they need in return are mechanical parts, known as "tech bits," which are used to make the items. Forge and Beast can provide unique or rare items as well as more mundane armor and enhancers. The more valuable the item, the more it'll cost you.



"Hey Forge, I need something to keep Magneto from ripping my Adamantium skeleton out again."

—Wolverine

Town Centers

The clash with Apocalypse keeps the X-Men constantly on the run as they battle around the globe. To manage their travels easier, Xavier has established five unique bases for operations. In these headquarters, you can load missions, get objectives, talk to non-playable characters, visit the danger room and customize your team members for various missions.

Danger Room

Training—Complete a number of pre-set challenges for an experience reward.

Sparring—Compete against the CPU in a race against the clock.

Records—View your high scores and character rankings for sparring challenges.



Skirmish—Compete against other players in various combat games.

- **Brawl**—Engage in combat with other players for a predetermined amount of time.
Lives: unlimited.
- **King of the Hill**—Compete with other players to remain king for a predetermined amount of time.
Lives: unlimited.
- **Last Man Standing**—Engage in combat with other players until all but one is defeated.
Lives: 4.
- **Last Man Ladder**—Engage in combat with other players until all but one is defeated. With each progressive knockout, your power level increases.
Lives: 4.

Multiplayer

Connecting to Your ISP

For Internet play, connect to your Internet Service Provider (ISP) before starting Multiplayer. If you have a cable modem or DSL access, you may have a persistent connection and won't need to do anything special. See your Windows® and ISP manuals for information on how to connect to your ISP.

To play *X-Men Legends II: Rise of Apocalypse* online, you'll need a dedicated broadband connection to the Internet with at least 128Kbps upload bandwidth and 128kbps download bandwidth. Sharing your network connection among multiple computers may reduce your bandwidth and cause instability when playing online. If you're unsure about the bandwidth of your broadband connection, please check with your ISP. For the best experience, plug your Internet connection from your broadband (DSL or cable) modem directly into your game system. Because of huge variations in routers, not all routers are supported by this product.

To play online, select the **Play Online** option from the Main Menu. You'll be presented with these choices:

Input Name—Input your handle for multiplayer chat

Local IP—View your local IP address.

Once you're ready, you'll go to the Campaign Staging Area to select one of the following options:

Host Game—Start a game of any type, then select a game name, difficulty setting and maximum number of players.

- **Campaign**—Set up a new 2–4 player campaign with level 1 characters.
- **Danger Room**—Set up a 2–4 player battle royale with friends. It's only available if you've achieved level 16 in Story mode.

Load Saved Campaign—Continue your saved game with friends online.

Join Game—Search for games posted based on Game Type and Difficulty.

Finding and Connecting to Multiplayer Servers Games List

After selecting **Join a Game**, you'll see the Games List screen. The games list shows the name of the hosted game, the number of current and maximum players and the gameplay type.

Options

Pause Menu Objectives

The list of objectives to be completed.

Team Management

View/customize character stats, Mutant powers and power-up items.

Blink Portal

Use the Blink Portal to transport back to the nearest base camp.

Map (three types)

Choose the type of map to be used during gameplay.

Hidden—Remove the map from the screen.

Small—Display a small mini-map on the left side of the screen.

Large—Display a large map in the center of the screen.

Automap

View the entire map to locate objectives.



Options

Effects Volume—Adjust the volume of background sound effects.

Music Volume—Adjust the volume of background music.

Combat Music—Turn background music on or off.

View Angle—Select the overhead camera angle between steep, normal and close.

View Cycle—Turn the ability to change the camera angle on or off.

View Shake—Turn Camera Shake on or off.

View Follow—Turn the camera follow option on or off.

Subtitles—Turn on subtitles for cinematics.

Vibration—Turn the vibration feature on or off.

Advanced Options—Modify your resolution and FSAA (full-screen anti-aliasing) settings and configure your controls.

Accept—Accept and save your changes.

Players (multiplayer only)

Activate or deactivate other controllers for use in multiplayer games.

Load Game

Load a previously saved game.

Credits

Mocap Animation

Bobby Duncanson, Jerry Ashworth
Jeff Degenhardt
Nicholas Stevenson

Design

Sean Campbell, Damien Foletto
Justin Negrete, Matt Pinkston
Clem Samsom-Samuel
Mike "Oz" Schulenberg
Stu Wiegert

Additional Design

Tom Odell

Programming

Ste Cork, Ryan Danz
James Justin, Kathleen Marty
Simon Parkinson
Aaron San Filippo
Adam Sherburne

Additional Programming

Michael Constant

Story and Dialogue

Bob Love

Additional Audio

Kevin Schilder

Creative Consultant

Rob Gee

Mocap Actors

Erin Schuette, Jeff Skubal

Raven QA

Jason Robinson

STUDIO ADMINISTRATION

Studio Head

Brian Raffel

Director of Product Development

Mike Crowns

Office Management

Charlie Bernstein, Mary Prescott
Kristen Todd

Special Thanks

Mike Gummelt, Kate Steinmetz
Emily Butler, Katelyn Gee
Nichol Norman
Rhiannon San Filippo
Becca San Filippo
Erik Spindler, Emma Watson
Tony Whitaker

The Raven Software

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The QA Veterans

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Blur Studios

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Vicarious Visions
Barking Lizards
Beenox
The V drive

Three Point Place

Cub Foods
5 minutes
another 34%
FTP space
Westfield Comics
Kraemer Brothers
Mike Holt Pro
Cedars Sinai Hospital

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Raven babies born during
X-Men Legends II development

Edward James Angus
John Henry Edwards
Jack Carlon Parkinson

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ACTIVISION

President,

World Wide Studios
Kathy Vrabeck

Executive Vice President

Worldwide Studios
Chuck Huebner

Executive Producer

Adam Goldberg

Producer

Matthew Paul

Associate Producers

Omari Valentine
Alex Garcia

Production Coordinators

Chris Palmisano, Nick Falzon

Localization Manager

Carlos Garcia-Shelton

Senior Online Manager

David Vonderhaar

Online Production Coordinator

Matthew Beal

Production Testers

Matt O'Connor, Ian Kowalski
Valencia Simmons
Roderrick Wynn, Ben Tapley
Josh Tapley, Doug Grutzmacher
Lynn Harrod

Production

Special Thanks

Blaine Christine, Chris Archer
Juan Valdes, Brian Pass
Jeff Poffenbarger, T. Q. Jefferson
Jeff Chen, Nevin Dravinski
Derek Racca, John Sweeney
Jamie Bafus, Scott Walker
Mark Occhilupo, Margie Stohl
Lewis Peterson, Dave Stohl
Kami and Nick Garcia
Jon Lenawy, Neil Wood
Dan Shaffer, Yale Mille
Doug Rothman

BEENOX

Executive Producer

Dee Brown

Producer

Stéphane Brault

Chief Technology Officer

Sylvain Morel

Technical Lead

Sébastien Poirier

Senior Programmer

Gérard Bélair

Programmers

Karl Poulin
Marie-Eve Tremblay
Charles-Henri Bernier

Quality Assurance

Marc-Antoine Jutras
Patrick Thellend
Mathieu St-Gelais

RAVEN SOFTWARE

Project Lead

Dan Vondrak

Art Director

Dan Hay

Design Lead

Keith Fuller

Programming Lead

Dan Edwards

Technology Lead

Gil Gribb

Audio Lead

Ellen Lurie

ART

Assistant Art Lead

Jeff Butler

Artists

Glen Angus, Jeremy Blumel
James Bradford, Cory Carani
Mitch Cotie, Les Dorscheid
Gina Garren, Brian Hagan
Jeffrey Moy, Matt Opprieht
Jeff Peterson, Ben Shore
Derek Smith

Art Asset Manager

Will Edwards

Additional Art

Nick Choles, Brian Pelletier
Jason Smith

ANIMATION

Assistant Animation Lead

Kris Peterson

Animators

David Lam, Eric Schlautman

MARKETING AND PR

Global Brand Manager
Julian Hollingshead

Associate Brand Manager
Brad Hisey

Director, Global Brand Management
Robert Kostich

**Vice President,
Global Brand Management**
Will Kassoy

**Vice President,
Corporate Communications**
Maryanne Latlaf

**Director,
Corporate Communications**
Michelle Nino Schroder

**Manager,
Corporate Communications**
Ryh-Ming Poon

**Publicists,
Corporate Communications**
Aaron Grant
Tamara Sanderson

CENTRAL TECHNOLOGY

Vice President of Technology
Steve Pearce

Senior Art Director
Alessandro Tento

CENTRAL TECHNOLOGY/ INSTALLERS

Senior Manager, Central Technology
Ed Clune

Installer Programmer
Ryan Ford

BUSINESS AFFAIRS

SVP & General Counsel
George Rose

**Senior Director of
Business Affairs &
Corporate Compliance**
Gregory Deutch

**Director, Government
& Legislative Affairs**
Phil Terzian

Senior Paralegal
Mike Larson

Paralegal
Kap Kang

Legal Administrative Assistant
Danielle Kim

CREATIVE SERVICES

**VP, Creative Services
& Operations**
Denise Walsh

Director of Creative Services
Matthew Stainner

Creative Services Manager
Jill Barry

Creative Services Assistant Manager
Shelby Yates

Packaging & Manual Design
Ignited Minds LLC

QUALITY ASSURANCE/ CUSTOMER SUPPORT

DAY SHIFT

Project Leads
Jonas Anderson

Senior Project Lead
Jason "Fox" Potter

QA Manager
John Rosser

Floor Lead
Peter Beal

Day Shift Test Team

Osborn Yu, Henry Morgan
Jason Richey, Jason Ruiz
Pablo Forster, Roger Raigosa
Andrew Kim, Casey Cambridge
Andrew Armbruster, Khoa Truong
Gabe Michalski, Cameron Dollinger
Ararat Kirakosyan

NIGHT SHIFT

Project Lead
Jason Livergood

Senior Project Lead
Paul Colbert

QA Manager
Adam Hartsfield

Testers
Chris Boscamp
Mike Gonzales
Ricky Hernandez
Jeff Koyama
Jack Sun

Sr. Manager, Code Release Group
Tim Vanlaw

Lead, Code Release Group
Jef Sedivy

Floor Lead, Code Release Group
Kim Park

Test Team, Code Release Group
Eric Stanzione, Dan Saffron
Randy Coffman, Ray Avila
Naomi Palermo, Jabari Mwinyi

Lead, Compatibility Group
Neil Barizo

Sr. Compatibility Tech.
Chris Neal

Test Team, Compatibility Group
John DeShazer, Jason Sa

Customer Support Leads
Gary Bolduc - Phone Support
Michael Hill - E-mail Support

CS/QA Special Thanks
Jim Summers, Jason Wong
Matt McClure, Nadine Theuzillot

Ed Clune, Evan Button, Indra Yee
Joule Middleton, Todd Komosu
Nicholas Westfield
Vyente Ruffin, Chris Keim
Francis Jimenez, Neil Barizo
Chris Neal, Willie Bolton
Chad Siedhoff, Jennifer Vitello
Jeremy Shortell, Peter McKernan
Mike Rixford, Dylan Rixford
Tyler Rivers, Sara Button
Randolph d'Amore, Mat Solie

MARVEL ENTERPRISES, INC.

**Vice President of Interactive -
Executive Producer**
Ames Kirshen

**President, Worldwide
Consumer Products**
Tim Rothwell

Legal Affairs
Seth Lehman, Joshua M. Silverman
Carl Suecoff

Special Thanks
Ari Arad, Ari Arad
Joe Quesada
Dan Buckley, Mike Marts
Amy Sowers-Wyckoff

SUPERVILLAIN STUDIOS

**Online Programming &
Additional Art and Levels**
Richard Compomanes
Steve Ganem, Chris Glenn
Chris Rausch, Victor Rodriguez
Rob Smith, Josh Taylor
Rob Wilson, Tim Campbell
David Yrigoyen

BLUR STUDIO

Cinematic Work

Creative Director
Tim Miller

CG Supervisor
Sebastian Chort

Animation Supervisor
Derron Ross

Producer
Sherry Wallace

LAYOUT
Jeff Fowler, David Nibbelin
Ruel Pascual, Samir Patel
Derron Ross, Makoto Koyama

Modeling
Heikki Anttila, Ricardo Biriba
Corey Butler, Sze Chan
Sebastian Chort, Zack Cork
Willi Hammes, Ian Joyner
Alex Litchinko, Barrett Meeker
Tuan Ngo, Tim Wallace

Rigging/Cloth Simulation
Carlos Anguiano, Sze Chan
Bryan Hillestad, Jon Jordan
Barrett Meeker, August Wartenberg
Jeff Wilson

Animation
Ruel Pascual, Samir Patel
Derron Ross, Davy Sabbe
George Schermer
August Wartenberg
Jeff Wilson, Wim Bien
Onur Yeldan

Lighting and Compositing
Heikki Anttila, Corey Butler
Sebastian Chort, Willi Hammes
David Ortiz, Tim Wallace

FX
Dan Knight, Laurent Pierlot
Seung Jae Lee, Sung Wook Su

**CG Character
Technical Supervisor**
Jon Jordan

**Character Modeling
QC Supervisor**
Sze Chan

Mocap
Ryan Girard, Eric Lalumiere

Concept Design
Francisco Ruiz Velasco
Chuck Wojtkiewicz
Sean McNally

Matte Painting
Laurent Pierlot

Production Coordinator
Debbie Yu

Production Assistant
Amanda Powell

Tools Programmer
Diego Garcia

**Programming and
Systems Administration**
Duane Powell, Paul Huang
Matt Newell, Abe Shelton

Mocap Talent
Gavin Carlton, Christopher Hicks
Vanessa Vander Pluym
Josh Sweeney

XLOC INC.

Localization Tools and Support
Localization Consultant
Stephanie O'Malley Deming

CRI MIDDLEWARE CO., LTD

Video Compression and Playback

VICARIOUS VISIONS

Alchemy Game Engine
Sound Engine
Michael Constant

NIKITOVA, LLC

CEO & President
Olya Nikitova

VP of Production
Andrei Pozolotin

Project Manager
Maxim Dembick

Business Development Manager
Natalia Makarova

Modelers
Bogdanov Alexander
Michael Budkin, Pavel Osminin
Georgii Paute

ASSOCIATED PRODUCTION MUSIC

Composer
Gregor Narholz

Key Account Director
Rob Cairns

President
Adam Taylor

Voiceover Recorded at
Salam Studios

Casting & Voice Direction
Kris Zimmerman

VOICE TALENT

Professor Charles Xavier
Patrick Stewart

Mystique
Grey DeLisle

Garok, Living Monolith
Dwight Schultz

Nightcrawler
Dee Bradley Baker

Sabretooth, Blob, Holocaust
Peter Lurie

Rogue
Cat Taber

Havok
Scott Holst

Blink
Tara Strong

Storm
Dawn Lewis

Sebastian Shaw
Alan Shearman

Angel
Dave Wittenberg

Jean Grey
Leigh-Allyn Baker

Juggernaut
John DiMaggio

Mister Sinister, Stryke
Dan Rioridan

Sunfire
James Sie

Gambit, Mikhail
Scott McDonald

Bastion
Alistair Duncan

Iceman, Sugarman
James Arnold Taylor

Apocalypse
Richard McGonagle

Magneto
Richard Greene

Pyro, Sauron, Deadpool
John Kassir

Lady Deathstrike, Kitty Pryde
Kim Mai Guest

Banshee, Abyss
Quinton Flynn

Grizzly
Keith Ferguson

Ironman, Ka-Zar
John Cygan

**Scarlet Witch,
Stepford Sisters**
Jennifer Hale

Colossus, James Hudson
Jim Ward

Toad, Zealot
Armin Shimmerman

Bishop, Nick Fury
Khary Payton

Wolverine, Omega Red
Steve Blum

Forge
Lou Diamond Phillips

Beast
Richard Doyle

Cyclops
Josh Keaton

Moira McTaggart
Jane Carr

Heather Hudson, Destiny
Marsha Clark

Black Queen
Jeannie Elias

Shanna
Masasa Moyo

Emma Frost
Bobby Holliday

Additional Voices
Dan Hoy
Eric Biessman
Zachery Quarles
Kris Zimmerman

Customer Support

Note: Please do not contact Customer Support for hints/codes/cheats; only technical issues.

Internet: <http://www.activision.com/support>

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Note: The multiplayer components of Activision games are handled only through Internet support.

Phone: (310) 255-2050

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